



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

**TO:** All Potential Bidders

**RE:** RFP #: 05-X-37819  
RFP Title: Laundry Rental Service, Diapers & Under-pads D.M.A.V.A.

**a) New Business Registration Requirements – This is a change from previous requirements. Failure to submit a copy of your Business Registration Certificate (or interim registration) from the Division of Revenue with the Bid Proposal may be cause for rejection of the bid proposal.**

**b) Executive Order 134 Certification and Disclosure Submittal Requirements Revised – In order to simplify the EO 134 compliance process, effective December 22, 2004, submission of EO 134 Certification and Disclosure forms will be required to be submitted following notice of intent to award.**

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
<b>04/14/05</b>	<b>4PM</b>	<b>Cut-Off Date for Questions &amp; Inquiries</b>
<b>05/03/05</b>	<b>2:00 PM</b>	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the following e-mail address: [pat.locane@treas.state.nj.us](mailto:pat.locane@treas.state.nj.us)

# **ATTENTION VENDORS**

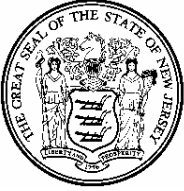
## **Vendor Information and Bidding Opportunities**

The Purchase Bureau maintains a bidders mailing list. You as a vendor may have basic information about your firm added to the bidders mailing list by visiting our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm> and submitting a bidders mailing list application online. You may also download the application and instructions and submit the application by mail. Applications submitted online are processed more quickly than mailed applications.

A bidders mailing list application gives you the opportunity to identify yourself as a potential bidder for the types of goods and services that your firm provides. The Purchase Bureau attempts (but does not guarantee) to provide firms on the bidders mailing list with notice of bidding opportunities related to the goods and services identified in the application.

If you are already on the Purchase Bureau's bidders mailing list and you need to change your information, contact Bid List Management at (609) 984-5396

Note: If you are an awarded State contractor and payments are not being directed to your proper remit-to address, you must send a letter on company letterhead to the Office Of Management and Budget, Vendor Control Unit, PO Box 221, Trenton, NJ 08625 or fax that letter to 609-292-4882. In the letter you must include the current incorrect remit to address and your new correct remit-to address. If you have any question about this process you may call (609) 292-8124 for more information.

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 05-X-37819</b>	
	<b>FOR:</b> Laundry Rental Service, Diapers & Under-pads D.M.A.V.A.	TERM CONTRACT #: T2034 REQUESTING AGENCY: Department of Military and Veterans Affairs	
	ESTIMATED AMOUNT: \$3,500,000. CONTRACT EFFECTIVE DATE: 00/00/00 CONTRACT EXPIRATION DATE: 00/00/00 COOPERATIVE PURCHASING: NO SET ASIDE: NONE	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b>  E-MAIL ADDRESS: pat.locane@treas.state.nj.us	

**TO BE COMPLETED BY BIDDER:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

**PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:**

- 1) **PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 05/03/05 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.** TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ n/a OR n/a %.  
 CHECK THE TYPE OF BID SECURITY SUPPLIED:  
 ANNUAL BID BOND ON FILE: \_\_\_\_\_ BID BOND ATTACHED: \_\_\_\_\_  
 CERTIFIED OR CASHIERS CHECK ATTACHED: \_\_\_\_\_ LETTER OF CREDIT ATTACHED: \_\_\_\_\_
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). [SEE ATTACHMENT 1](#)
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):  
 PRE-BID CONFERENCE n/a  
 SITE INSPECTION n/a

**ADDITIONAL REQUIREMENTS**

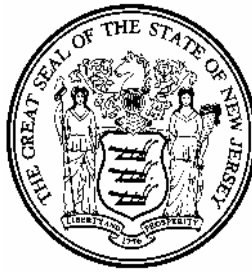
- 9) PERFORMANCE SECURITY: n/a OR n/a %
- 10) PAYMENT RETENTION n/a %
- 11) AN AFFIRMATION ACTION FORM ([ATTACHMENT 3 OF RFP](#))
- 12) A MACBRIDE PRINCIPALS CERTIFICATION ([ATTACHMENT 2 OF RFP](#))
- 13) REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL BUSINESS (SEE N.J.A.C. 17:13-1.1 et. seq.).

**TO BE COMPLETED BY BIDDER**

- 16) DELIVERY CAN BE MADE \_\_\_\_\_ DAYS OR \_\_\_\_\_ WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE RFP) \_\_\_\_\_ %, \_\_\_\_\_ DAYS: NET \_\_\_\_\_ DAYS.
- 18) BIDDER PHONE NO: \_\_\_\_\_
- 19) BIDDER FAX NO. \_\_\_\_\_
- 20) BIDDER E-MAIL ADDRESS. \_\_\_\_\_
- 21) BIDDER FEDERAL ID NO. \_\_\_\_\_
- 22) YOUR BID REFERENCE NO. \_\_\_\_\_

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM
25) PRINT/TYPE NAME AND TITLE	26) DATE



**Bid Number:  
05-X-37819**

**REQUEST FOR PROPOSAL FOR:  
Laundry Rental Service, Diapers & Under-pads D.M.A.V.A.**

Purchasing Agency  
State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency  
State of New Jersey  
Department of Military  
and Veterans Affairs  
[juan.lopez@njdmava.state.nj.us](mailto:juan.lopez@njdmava.state.nj.us)

# Table of Contents

<b>1.0 INFORMATION FOR BIDDERS</b>	<b>8</b>
1.1 PURPOSE AND INTENT	8
1.2 BACKGROUND	9
1.3 KEY EVENTS	9
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	9
1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES	9
1.3.1.2 QUESTION PROTOCOL	9
1.3.2 MANDATORY SITE VISIT	10
1.3.3 MANDATORY PRE-BID CONFERENCE	10
1.3.4 SUBMISSION OF BID PROPOSAL	10
1.4 ADDITIONAL INFORMATION	10
1.4.1 REVISIONS TO THIS RFP	10
1.4.2 ADDENDUM AS A PART OF THIS RFP	11
1.4.3 ISSUING OFFICE	11
1.4.4 BIDDER RESPONSIBILITY	11
1.4.5 COST LIABILITY	11
1.4.6 CONTENTS OF BID PROPOSAL	11
1.4.7 PRICE ALTERATION	11
1.4.8 JOINT VENTURE	11
<b>2.0 DEFINITIONS</b>	<b>12</b>
2.1 STANDARD DEFINITIONS	12
2.2 CONTRACT SPECIFIC DEFINITIONS	13
<b>3.0 SCOPE OF WORK</b>	<b>14</b>
3.1 SERVICE AND PRODUCT	14
3.2 PICK-UP AND DELIVERY SCHEDULES	14
3.3 LAUNDRY PROVISIONS	15
3.4 DIAPERS AND UNDER-PADS	16
3.5 SUPPLIES	16
3.6 TRAINING AND DELIVERIES	16
3.7 LAUNDERING OF DIAPERS AND UNDER-PADS/DRAWSHEETS	16
3.8 PACKAGING AND DELIVERY OF CLEAN DIAPERS	17
3.9 METHOD OF LAUNDRY CLEANING	18
3.10 TESTING/QUALITY ASSURANCE	18
3.12 INVENTORY	19
3.13 TRANSPORTATION	19
3.14 CONTRACTOR'S LAUNDRY FACILITY	20
3.15 HAMPERS AND CARTS / SPECIAL CONDITIONS	20
3.16 VEHICLES	20
3.17 CONTRACTOR PERSONNEL	20
3.18 PLANT INSPECTION	21
3.19 EMERGENCY BACKUP SERVICE	21
3.20 LAUNDRY VERIFICATION SYSTEM	21
3.21 MANDATORY LAUNDRY POLICY AND PROCEDURES	21
<b>4.0 PROPOSAL PREPARATION AND SUBMISSION</b>	<b>23</b>
4.1 GENERAL	23
4.2 PROPOSAL DELIVERY AND IDENTIFICATION	23
4.3 NUMBER OF BID PROPOSAL COPIES	23
4.4 PROPOSAL CONTENT	23
4.4.1 SECTION 1 – FORMS	24
4.4.1.1 OWNERSHIP DISCLOSURE FORM	24
4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION	24
4.4.1.3 AFFIRMATIVE ACTION	25
4.4.1.4 SET ASIDE CONTRACTS	25
4.4.1.5 BID BOND	25
4.4.2 SECTION 2 - TECHNICAL PROPOSAL	25

4.4.2.1 MANAGEMENT OVERVIEW .....	25
4.4.2.2 CONTRACT MANAGEMENT .....	25
4.4.2.3 CONTRACT SCHEDULE .....	25
4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN .....	26
4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE .....	26
4.4.3.1 LOCATION .....	26
4.4.3.2 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE .....	26
4.4.3.3 FINANCIAL CAPABILITY OF THE BIDDER .....	26
4.4.3.4 SUBCONTRACTOR(S) .....	26
4.4.4 SECTION 4 - COST PROPOSAL .....	27
<b>5.0 SPECIAL TERMS AND CONDITIONS .....</b>	<b>28</b>
5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS .....	28
5.2 STATE CONTRACT MANAGER .....	28
5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES .....	28
5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER .....	28
5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER .....	29
5.3 PERFORMANCE BOND .....	29
5.4 BUSINESS REGISTRATION .....	29
5.5 CONTRACT TERM AND EXTENSION OPTION .....	30
5.6 CONTRACT TRANSITION .....	30
5.7 AVAILABILITY OF FUNDS .....	30
5.8 CONTRACT AMENDMENT .....	30
5.9 CONTRACTOR RESPONSIBILITIES .....	30
5.10 SUBSTITUTION OF STAFF .....	31
5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S) .....	31
5.12 OWNERSHIP OF MATERIAL .....	31
5.13 DATA CONFIDENTIALITY .....	31
5.14 NEWS RELEASES .....	31
5.15 ADVERTISING .....	31
5.16 LICENSES AND PERMITS .....	31
5.17 CLAIMS AND REMEDIES .....	31
5.17.1 CLAIMS .....	31
5.17.2 REMEDIES .....	31
5.17.3 REMEDIES FOR NON-PERFORMANCE .....	32
5.18 LATE DELIVERY .....	32
5.19 RETAINAGE .....	32
5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK .....	32
5.21 SUSPENSION OF WORK .....	32
5.22 CHANGE IN LAW .....	32
5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE) .....	32
5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS .....	33
5.25 FORM OF COMPENSATION AND PAYMENT .....	33
5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD .....	34
5.26 CONTRACT ACTIVITY REPORT .....	34
5.27 REQUIREMENTS OF EXECUTIVE ORDER 134 .....	34
5.27.1 DEFINITIONS .....	34
5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT .....	35
5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS .....	35
5.27.4 STATE TREASURER REVIEW .....	36
<b>6.0 PROPOSAL EVALUATION/CONTRACT AWARD .....</b>	<b>37</b>
6.1 PROPOSAL EVALUATION COMMITTEE .....	37
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL .....	37
6.3 EVALUATION CRITERIA .....	37
6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP .....	37
6.3.2 THE BIDDER'S COST PROPOSAL .....	38
6.4 CONTRACT AWARD .....	40
<b>7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES .....</b>	<b>41</b>
ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM .....	42
ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM .....	43

ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT ..... 44

ATTACHMENT 4 - PRICE SCHEDULES..... 47

ATTACHMENT 5 - RECIPROCITY FORM ..... 51

EXHIBIT # 1 MANDATORY- BIDDER DATA -GENERAL INFORMATION..... 52

EXHIBIT # 2 MANDATORY- BIDDER DATA -REFERENCES ..... 53

EXHIBIT #3 MANDATORY BIDDER DATA -COMPLIANCE WITH POLICY AND PROCEDURES..... 54

EXHIBIT #4 LINEN ITEM MINIMUM SPECIFICATIONS ..... 54

EXHIBIT #5 AFFIDAVIT OF APPAREL PRODUCTION ..... 57

APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS..... 59

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey. The purpose of this RFP is to solicit bid proposals from qualified bidders for a complete rental and laundry service for linens, diapers and under-pads.

This Request for Proposal (RFP) was prepared for the Department of Military and Veterans' Affairs, for the Paramus Veterans' Memorial Home (PVMH), in Paramus, New Jersey, and the Menlo Park Veterans Memorial Home (MPVMH) located in Menlo Park, New Jersey. This RFP is to solicit bid proposals from qualified large scale commercial laundries experienced in the health care laundry business. The successful bidder will be responsible to provide a linen rental service, to include a three (3) day reserve supply of all linen, flats/rough and its processing and transportation. (As per Section 3.3.1 Daily quantities/usage)

The intent of this RFP is to award a three (3) year term contract to the responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the State, price and other factors considered. An award shall be made to one primary vendor for both locations.

The New Jersey Department of Military and Veterans' Affairs (DMAVA) nursing homes are currently being serviced by three (3) separate contracts. This RFP shall combine all three contracts in order to effectively and efficiently manage them.

The successful bidder must comply with the New Jersey Department of Health and Senior Services, Division of Long Term Care Systems for Long Term Care Facilities and the published guidelines for the International Fabric Institute and the laundry standards set forth by the Center for Disease Control, Atlanta, Georgia.

This RFP solicits bid proposals for apparel products. Executive Order #20, issued by Governor James E. McGreevey on June 11, 2002, states that the State has a compelling interest to ensure that apparel purchased and rented by the State is produced in production facilities within the United States and that such production facilities meet certain minimum requirements. A copy of this Executive Order is available on-line, [www.state.nj.us/infobank/circular/eom20](http://www.state.nj.us/infobank/circular/eom20). Accordingly, bid proposals providing for apparel production within the United States must meet the requirements of Executive Order #20 in order to be responsive and eligible for contract award. **Such bid proposals will be given absolute preference over bid proposals providing for apparel production outside the United States.**

Although this RFP solicits pricing for the production of flat/rough (linen) both within the United States and outside the United States, a contract for the production of flat/rough (linen) outside of the United States will only be awarded if there is no responsive bid proposal received for the production of flat/rough (linen) within the United States. A decision to award a contract for the production of rough/flat (linen) outside the United States will be made in consultation with the approval of the Apparel Procurement Board.

The bidder must complete the attached Affidavit of Apparel Production in its entirety. Failure of a bidder to complete the Affidavit and include the completed Affidavit with the bid proposal will preclude a contract award being made to that bidder.

The expected services are described in [RFP Section 3.0](#) (Scope of Work).



## 1.2 BACKGROUND

The New Jersey Department of Military and Veterans' Affairs (DMAVA) operates:

1.2.1 A three hundred and thirty-four (336) bed nursing home situated on a twenty-three (23) acre tract in Northeast Bergen County. The New Jersey Veterans' Memorial Home at Paramus is adjacent to Exit 165 of the north bound side of the Garden State Parkway. This facility on average cares for 304 veteran patients.

The Paramus facility was opened on August 4, 1986. Building One is 78,000 square feet. Building One consists of two wings and accommodates 112 beds. Building Two (136,000 square feet) was opened in early 1989. Building Two is connected to Building One by an enclosed corridor. The total size of this facility is 214,000 square feet and the building is compliant with all Medicare construction regulations.

In 1992, an Alzheimer's Program was instituted which resulted in a reduction of 18 licensed beds. This bed reduction was necessary to provide for additional required program space. Additionally, it should be noted that the Paramus facility has one (1) central laundry delivery/pickup point located between Building One and Building Two that is at the entrance to Building Two. The PVMH generates approximately 600,000 pounds of institutional laundry annually; consisting of sheets, towels, pillowcases, washcloths, blankets, bedspreads, gowns, and other related articles.

1.2.2 The Menlo Park facility was established in 1866. It had undergone new construction to erect a new 312 bed, long term care nursing home. The facility requires re-usable washable diapers and under-pads. The current facility on average cares for 289 veterans.

The facilities are open to veterans who served on active duty and were honorably discharged from the armed services. They are also open to their spouses. Approximately two-thirds of the patients are non-ambulatory.

## 1.3 KEY EVENTS

### 1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all vendors by e-mail. Written questions should be e-mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

E- Mail: **pat.locane@treas.state.nj.us**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

#### 1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is indicated on the cover sheet of this RFP.

#### 1.3.1.2 QUESTION PROTOCOL

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, by telephone or by e-mail, concerning this RFP.

### 1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

### 1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement.

### 1.3.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time.

**ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b>DATE:</b>	<b>05/03/05</b>
<b>TIME:</b>	<b>2:00 PM</b>
<b>LOCATION:</b>	<b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/directions.htm">www.state.nj.us/treasury/purchase/directions.htm</a>

### 1.4 ADDITIONAL INFORMATION

#### 1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

**ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:**

**[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)**

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

**It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

The cut-off date for questions and inquiries concerning the RFP is indicated on the cover sheet of this RFP. Addendum, if any, to this RFP will be distributed to all bidders who were sent the RFP.

#### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

#### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

#### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

#### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

#### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

#### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

#### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

### **2.1 STANDARD DEFINITIONS**

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

## 2.2 CONTRACT SPECIFIC DEFINITIONS

**Commercial Laundry-** For the purpose of this RFP, any company that has the capacity to process six (6) million pounds of laundry each year and to operate 360 days of the year.

**Laundry Processing Service -**

- a. Collection of all soiled laundry items at the facility as identified within this RFP (pick-up).
- b. Laundry cleaning and processing of such items, includes occasional heavily soiled and contaminated materials requiring special separate handling.
- c. Daily delivery of freshly processed laundered items based upon a stated schedule. The State shall not be liable for any items lost, stolen and or damaged.

**Personals -** the processing, cleaning, transport, pick- up and delivery of personal clothing.

**Laundry Rental/Cleaning Service -**

**Flats/Rough:** Flats are laundry items such as sheets, and pillow cases, and Roughs are items such as towels, wash cloths and blankets, owned and supplied by the Contractor.

### 3.0 SCOPE OF WORK

#### 3.1 SERVICE AND PRODUCT

The Contractor shall provide an all inclusive linen, diaper and rental service operation in accordance with the following:

- a. Collection of all soiled laundry items at the facility as identified within this RFP (pick-up).
- b. Laundry cleaning and processing of such items, includes occasional heavily soiled and contaminated materials requiring special separate handling.
- c. Daily delivery of freshly processed laundered items based upon a stated schedule. The State shall not be liable for any items lost, stolen and or damaged.
- d. The Contractor shall provide scales for the using agencies. The Contractor shall provide carts, hampers, bags, clips and any other related equipment where appropriate.

#### 3.2 PICK-UP AND DELIVERY SCHEDULES

The Contractor shall make six (6) regularly scheduled laundry deliveries and pick-ups per week. The Contractor shall provide a double shipment of laundry/linens on Saturdays and on the day before a holiday that is observed by the Contractor, with the exception of those holidays indicated below by (\*). The Contractor shall conduct pickup and deliveries in strict accordance with the facility's schedule and requirements listed below:

##### 1) NEW JERSEY VETERANS' MEMORIAL HOME AT MENLO PARK SCHEDULE:

Required Days of Delivery/Pick-Up: Monday, Tuesday, Wednesday,  
Thursday, Friday, Saturday  
(six days)

Required Times for Delivery/Pick-Up: Between Hours of  
7:00 am - 11:00 am

Location of Delivery Points: Loading Dock

##### NOTE: EXCEPTIONS TO DELIVERY:

- \*THANKSGIVING DAY
- \*CHRISTMAS DAY
- \*NEW YEAR'S DAY

##### 2) NEW JERSEY VETERANS' MEMORIAL HOME AT PARAMUS SCHEDULE:

Required Days of Delivery/Pick-Up: Monday, Tuesday, Wednesday,  
Thursday, Friday, Saturday  
(six days)

Required Times for Delivery/Pick-Up: Between Hours of  
9:00 am - 12:30 pm

Location of Delivery Points: Clean Delivery Occurs  
behind Building 2  
Soiled Pick-Up behind  
Buildings 1 and 2

##### NOTE: EXCEPTIONS TO DELIVERY:

- \*THANKSGIVING DAY
- \*CHRISTMAS DAY
- \*NEW YEAR'S DAY

**NOTE: The State reserves the right to change schedules for operational efficiency with no additional cost to the State.**

All emergency deliveries required because of failure of the vendor to provide the specified quantities or service shall be provided at no additional cost to the Using Agency and shall be made on the same day as the call from the agency is received even if at 5PM or later.

### 3.3 LAUNDRY PROVISIONS

3.3.1 An inventory at least three (3) days shall be maintained to adequately supply all needs between deliveries as specified by the supervisor at the using institution. All inventory supplied to the institution shall be replenished as often as necessary and maintained at all times.

Minimum Specifications are listed in exhibit # 4 of this RFP.

Daily Standards/Usage - The following are estimated quantities:

#### **Paramus**

flat sheet	651
draw sheet	126
thermal blanket	46
spread ribbed	9
pillow cases	153
washcloth	671
bath towel	1514
patient gowns	229
under-pad	194
large diaper (cloth)	69
x-large	6

#### **Menlo Park**

flat sheets	250
fitted/contour sheet	130
thermal blankets	144
pillowcases	150
washcloths	2000
bath towels	1600
patient gowns	280
under-pads	300

3.3.2 The Contractor shall sort, wash, dry, iron, press, fold, and bundle all laundry. The Contractor shall supply the facility with sufficient number of disinfected clean carts for clean linen delivery and soiled linen return. If personal clothing is accidentally sent with soiled linen the clothing shall be returned packaged, but unwashed.

3.3.3 The new linen inventory shall be washed separately from the soiled linen and shall receive a light soil formula with a single wash and extract.

3.3.4 The Contractor must insure the separation of clean and dirty linens at all times. The Contractor shall deliver clean linen with protective covering.

3.3.5 The Contractor must protect all clean laundry from all sources of potential cross-contamination through the completion of its delivery. This includes protecting clean laundry from physical, biological and chemical contamination.

### 3.4 DIAPERS AND UNDER-PADS

The adult diapers and under-pads must be well constructed of the best quality materials. Pin free diapers only shall be provided. The following specifications provide minimum quality standards as long as equivalent or better absorbency and patient comfort can be demonstrated. These characteristics will be measured as follows:

Absorbency - A minimum of 350 cc of liquid for diapers. A minimum of 1100 cc of liquid for under-pads.

Patient Comfort - Diaper will be close fitting, non-abrasive to the skin, and be pin free.

#### Extra Absorbent Pin Free Diaper

In addition to the requirement of a minimum of 350 cc absorbency, diapers must be constructed of two layers of heavy weight 100% pre-shrunk cotton, birds-eye cloth or a single ply or 10 oz. Terry, with a layer of absorbent soaker material, and with impervious waterproof barrier, and cloth covering to provide only cloth exposure on both sides of the diaper. Elasticized waistband, and with adjustable snap closure and extra side snaps on legs to adjust for smaller patients. The soaker material with impervious waterproof barrier shall be centrally located and securely stitched for smooth fit. Outer edges will be securely stitched together.

Sizes to be provided: Large 34"x 38" and X Large 37"x 51"

#### Extra Absorbent/ Underpad

In addition to the requirement of a minimum of 1100 cc absorbency must be constructed of two layers of heavyweight 100% preshrunk cotton birds-eye cloth, or a single ply of 10 oz. Terry, with a full sized waterproof barrier. Layers must be quilted and strongly lock stitched around edges, and must be strong enough to be used as a lifter.

Size to be provided: 33" X 36"

**Note: The stated quantities of diapers and under-pads are only estimates; the actual number may vary during the contract period. The contractor will only be paid for the actual number of diapers and under-pads used by the facility.**

### 3.5 SUPPLIES

The vendor shall supply a total of sixty (60), forty (40) quart polyethylene hampers to both facilities equipped with block deodorants. The hampers are to be located within the agency facilities and to be placed in a location as designated by the supervisor in charge.

### 3.6 TRAINING AND DELIVERIES

With the award of the contract, the successful vendor shall be required to provide initial instructions to all shifts of skilled and unskilled personnel in the use of adult diapers. The vendor shall be available for additional instructions as requested by the supervisor in charge.

Deliveries of the specified quantities are to be considered due on the dates agreed upon by the vendor and the user institutions. The vendor will be considered to be in default if such schedules, quantities and quality are not met, unless permission from the supervisor in charge is obtained.

### 3.7 LAUNDERING OF DIAPERS AND UNDER-PADS/DRAWSHEETS

All processing and handling procedures will be in compliance with applicable health and sanitation standards, including State Health Department, Health Care Financial and National Institution of Incontinent Services.



The following are the standards set forth at N.J.A.C.:

**8:39-21.1 Mandatory laundry policies and procedures**

- (a) Soiled laundry shall be stored in a ventilated area, separate from other supplies, and shall be stored, sorted, rinsed and laundered only in areas specifically designated for those purposes.
- (b) All soiled laundry from resident rooms and other service units shall be stored, transported, collected, and delivered in a covered laundry bag or cart,. Laundry carts shall be in good repair, kept clean, and identified for use with either clean or soiled laundry.
- © Soiled laundry contaminated with blood and/or body fluids shall be collected in an effectively closed leak proof bag of sufficient strength to safely contain such laundry from point of origin to point of processing,
- (d) Clean laundry shall be protected from contamination during processing, storage and transportation within the facility.
- (e) Soiled and clean laundry shall be kept separate.
- (f) An established protocol, reviewed by the infection control committee, shall be followed to reduce the number of bacteria in the fabric.
- (g) Equipment surfaces that come into contact with laundry shall be sanitized.
- (h) The facility shall develop and implement policies and procedures reviewed by the infection control committee, to protect staff from contamination when handling soiled laundry.
- (i) Sour testing to ensure neutralization of alkaline residues from built-up detergents shall be conducted and fabric pH shall be maintained at 7.0 or below after souring.
- (j) The facility shall develop and implement policies and procedures to ensure that residents' personal clothing is collected, processed and returned to the resident in a sanitary manner and in good condition.
- (k) The facility shall have a system to identify each resident's clothing and a procedure to locate and/or minimize loss of clothing.

Proper washroom formula shall be used, including appropriate PH adjustment, adequate cleansing, and rinsing with a residual bacteriostat in appropriate concentration. All temperatures must be a minimum of 160 degrees.

The vendor is to provide diapers and under-pads that are totally dry and uniform in fabric and absorbency.

### **3.8 PACKAGING AND DELIVERY OF CLEAN DIAPERS**

Clean diapers will be sealed in plastic bags with no more than 20 per bag and will be containerized during shipment and delivery. Clean under-pads will be sealed in plastic bags with no more than ten (10) per bag and will be containerized during shipment and delivery. Containers must be sanitized to prevent contamination of outside surfaces of the packages. All clean items will be inspected prior to delivery to the using institution, and unserviceable items will be removed and replaced. A count of clean diapers and under-pads will be performed by the using agency upon delivery and the vendor notified within 24 hours of any shortages.

**NOTE: All diapers are to be the pin free type in medium and large sizes. The total cost per diaper will include the rental, laundering, pickup and delivery to the facilities.**

Prior to the start of the contract period, the vendor will be responsible to contact the institution and accurately determine all logistical information regarding hampers, pick up, etc.

### 3.9 METHOD OF LAUNDRY CLEANING

3.9.1 The Contractor shall maintain the proper washroom formulae, adjustment to water conditions, soil content and work classifications to provide:

- a. Maximum safety and comfort to patients;
- b. Effective and complete soil removal;
- c. Maximum life of laundry, and
- d. Highest quality of whiteness.

3.9.2 The Contractor must sour all flatwork and other laundry to within a PH range of 4.5 to 6.5.

3.9.3 The Contractor must supply hot water to the wash wheel during all washings with a minimum temperature of 160 degrees Fahrenheit.

3.9.4 The Contractor shall have a linen reject credit policy for replacing at no additional cost all laundry that has been insufficiently processed and/or mishandled during delivery, including but not limited to the following:

- a. Contact soil present
- b. Incomplete removal of particulate soil and stains
- c. Excessively wrinkled material
- d. Improperly folded
- e. Laundry items labeled/stamped with other healthcare facilities logo/names.

**Note: Stained laundry and reprocessing of laundry shall be kept to less than 3% of each daily delivery. Failure on the part of the contractor to comply shall be treated as a breach of the contract and a may result in the cancellation of the contract.**

3.9.5 All laundry replacement or reprocessing of laundry required in order to meet the performance standard of less than 3% per day must be reprocessed at the sole expense of the Contractor. The State will not accept nor pay any invoices for replacement, re-washing or reprocessing due to the Contractor's inability to properly complete its tasks.

3.9.6 The Contractor shall fold neatly, stack and package all items to minimize wrinkling.

3.9.7 The Contractor shall ensure that clean laundry is covered and handled in a manner that it is protected from post-processing contamination.

3.9.8 The Contractor shall not deliver to the facility, by way of example but not limitation, any stained, torn, worn or any other substandard laundry.

3.9.9 The Contractor shall provide documentation upon request to the facility of all wash formulas, including water temperatures, Ph levels, cycle times and various detergents. The State may call upon the Contractor to provide any and all of its internal Quality Assurance Forms to verify this information.

### 3.10 TESTING/QUALITY ASSURANCE

All services performed by the Contractor shall meet legislative standards stated in N.J.A.C Title 8:39 Subchapter 21 for a commercial laundry specific to environmental issues, quality control, and protecting clean laundry from contamination. The Contractor must comply with the New Jersey Department of Health and Senior Services, Division of Health Facilities licensing standards for Long Term Care Facilities and the published guidelines for the "**International Fabric Institute and the Laundry Standards**" set forth by the Center for Disease Control, Atlanta, Georgia.

3.10.1 The Contractor shall demonstrate to the State facility that the laundering process is tested at least six (6) times per year for chemical and bacteriological standards. All test results must be provided within 48 hours of completion to:

Department of Military and Veterans' Affairs  
101 Eggerts Crossing Road  
PO Box 340, Trenton, N.J., 08625  
Attention: Director, Division of Veterans' Healthcare Services

3.10.2 The Contractor shall provide the Facility with a copy of all tests conducted. The schedule of tests shall be based on the day of the commencement of services. Testing shall be performed in two (2) months intervals two (2) months apart.

3.10.3 The Contractor shall make available upon request to the facility all detergent/chemical/bacteriological test and quality assurance Facility Material Safety Data Sheet (MSDS) sheets on all chemicals used to disinfect the delivery trucks and material handling equipment.

### 3.12 INVENTORY

3.12.1 The Contractor must return all property, patient or State property, to the facility discovered by Contractor during the processing of the laundry.

3.12.2 All clean/dry laundry shall be counted upon delivery at the institution for cost control verification.

3.12.3 The Contractor shall be liable for replacement of all lost or damaged laundry for the full term of the contract. The State facility will return all available rental linen/laundry supply owned by the Contractor at the end of the contract.

3.12.4 The State facility and the Contractor, upon request, shall jointly conduct a linen inventory at least twice per year to ensure that proper laundry quality and inventory levels are maintained.

(a) The facility must have a supply of linen appropriate to the residents' needs that is clean and in good repair.

(b) The facility must have a supply of three (3) blankets per resident during the months of October through April and two (2) blankets per resident from May through September.

3.12.5 The Contractor must conduct a linen inventory at the request of the State Contract Manager.

3.12.6 The Contractor shall stock the State facility during start-up with the initial supply of laundry/linens that constitutes a day's supply for immediate use and a three (3) day reserve supply for each resident.

### 3.13 TRANSPORTATION

3.13.1 The Contractor shall be responsible for transporting all laundry (including infectious laundry/linen) in accordance with the standards set forth in the RFP and specifically the Association of Infection Control Practitioners.

3.13.2 The Contractor shall tie all laundry in bundles and process as follows:

- |                          |                     |
|--------------------------|---------------------|
| a. Pillow cases          | - ironed and folded |
| b. Bath towels           | - folded            |
| c. Blankets              | - folded            |
| e. Bedspreads            | - folded            |
| f. Wash cloths           | - folded            |
| g. Gowns                 | - folded            |
| h. Sheets (Flat/Draw)    | - ironed and folded |
| i. Fitted/contour sheets | - ironed and folded |

### 3.14 CONTRACTOR'S LAUNDRY FACILITY

3.14.1 The Contractor's plant shall be maintained in a satisfactory, sanitary manner and must conform to all State, Federal, Local and Agency requirements.

3.14.2 The Contractor's laundry plant must maintain an effective pest control program throughout the term of the contract.

3.14.3 The Contractor's soiled linen processing areas must be separated from clean laundry processing. Effective separation may be achieved by one or more of the following method:

- a. physical barrier
- b. negative air pressure
- c. positive airflow from clean to soiled

3.14.4 The Contractor's soiled sorting room shall have a minimum ten (10) air exchanges per hour exhausting directly outside.

### 3.15 HAMPERS AND CARTS / SPECIAL CONDITIONS:

3.15.1 The hampers and carts shall be maintained by the Contractor in good repair and equipment surfaces that come in contact with laundry shall be sanitized. A sufficient number of hampers shall be provided to the facility by the Contractor for pickup of all soiled laundry items and for the delivery and storage of clean items. The Contractor's carts shall be distinctly labeled to identify ownership.

3.15.2 All material handling carts used to convey "clean" laundry/linen must be clean and deodorized by the Contractor prior to receiving clean laundry.

3.15.3 All laundry carts used for delivery of processed laundry by the Contractor must be lined, or the clean laundry must be shrink-wrapped or wrapped. All laundry for delivery must be thoroughly covered from the time it is packed to the time it is delivered.

3.15.4 The Contractor must provide that all material handling equipment shall be of non-porous material and must be systematically disinfected prior to loading clean laundry.

### 3.16 VEHICLES

3.16.1 Contractor laundry delivery trucks used to deliver and pick up linens should be of sufficient height to allow easy transfer of linen carts onto and from the facility which has a loading dock, thereby minimizing the number of times the linen must be handled.

3.16.2 The cargo area of all laundry Contractor delivery trucks must be thoroughly cleaned and disinfected prior to loading clean laundry, in accordance with the standards stated in this RFP.

### 3.17 CONTRACTOR PERSONNEL

3.17.1 All Contractor personnel shall be physically able to do their assigned work and shall be free from any communicable disease.

3.17.2 All Contractor personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.

3.17.3 All Contractor personnel must observe all regulations in effect at the State Agency. While on State property employees shall be subject to control of the State, but under no circumstances shall the contractor's employees be deemed to be employees of the State. Neither the Contractor nor its personnel shall represent themselves as State employees.

3.17.4 The State's Contract Manager may request the Contractor to transfer from the work crew employees who are found to be incompetent, prone to excessive tardiness, absenteeism, theft or other problems of conduct.

3.17.5 The Contractor shall provide to the State Contract Manager a certified document that all employees and other Contractor personnel have been instructed in the proper handling of health care linen and that the Contractor has implemented the Universal Precaution Procedures as recommended by the Center for Disease Control in Atlanta (CADS) and adopted by Occupational Safety and Health Administration (OSHA).

### 3.18 PLANT INSPECTION

A State health representative shall have the right to access and inspect the Contractor's laundry plant(s) to assure performance and compliance with regulations referenced within this RFP prior to award and during the full term of the contract.

### 3.19 EMERGENCY BACKUP SERVICE

In the event the operation of Contractor's primary laundry service is involuntarily interrupted or the services provided for under this RFP are delayed or postponed, the Contractor shall take whatever measures deemed appropriate to obtain linen services for the facility, including but not limited to, contracting with another laundry for the needed services at no additional cost to the facility. The Contractor must provide the details in the bid proposal of the back up plan and identify the laundry (in its bid proposal), that will render the back-up services. The Director reserves the right to request pertinent information e.g., user list, site visit, etc.,) on the back-up facility identified in the bid proposal.

### 3.20 LAUNDRY VERIFICATION SYSTEM

3.20.1 The Contractor must provide accurate documentation with each delivery demonstrating the correct amount of the laundry items and the clean dry weight of laundry delivered.

Note: Each delivery cart must be identified with documented evidence of exact amount of each laundry item and the pounds of clean dry weight laundry contained within each cart. This information is to be provided on every delivery - no exceptions. A corresponding invoice will be sent to the institution at the close of each month by the contractor.

3.20.2 From time to time patient owned garments (POG) may be mixed with the specified linen / laundry service items. The contractor is responsible at its own cost to wash, fold, and package and return these items within a 48 hour period.

3.20.3 The Contractor must return all property, patient or State property, to the either D.M.A.V.A facility discovered by the Contractor during the processing of the laundry.

The Contractor shall be liable for replacement of all lost or damaged laundry, for the full term of the contract and any extensions. The State facility will return all available rental laundry items owned and supplied by the Contractor at the end of the contract.

The State facility and the Contractor, upon request, shall jointly conduct a laundry inventory at least twice per year to ensure proper laundry quality and that the Contractor maintains the proper inventory levels.

The Contractor shall stock each D.M.A.V.A. State facility during start-up with the required initial supply of laundry items. As per Section 3.3.1 of this RFP.

### 3.21 MANDATORY LAUNDRY POLICY AND PROCEDURES.

Below is a listing of mandatory requirements relative to laundry operations.

The Bidder must provide a brief, but detailed explanation to demonstrate how its firm intends to achieve and maintain compliance with the Department of Health Mandatory Laundry Service Policies. (Below)

- (a) Soiled laundry shall be stored in a ventilated area, separate from other supplies, and shall be stored, sorted, rinsed, and laundered only in areas specifically designated for those purposes.
- (b) All soiled laundry from resident rooms and other service units shall be stored, transported, collected, and delivered in a covered laundry bag or cart. Laundry carts shall be in good repair, kept clean, and identified for use with either clean or soiled laundry.
- (c) Soiled laundry contaminated with blood and/or body fluids shall be collected in an effectively closed leak proof bag of sufficient strength to safely contain such laundry from point of origin to point of processing.
- (d) Clean laundry shall be protected from contamination during processing, storage, and transportation within the facility.
- (e) Soiled and clean laundry shall be kept separate.
- (f) Equipment surfaces that come into contact with laundry shall be cleaned and deodorized daily.
- (g) Sour testing to ensure neutralization of alkaline residues from residual built detergents shall be conducted, and fabric Ph shall be maintained at 7.0 or below after souring.

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet ([page 3 of the RFP](#)).

### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder shall submit **five (5) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### **4.4 PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

The following Table describes the format of the bid proposal that should be prepared with tabs (separators), and the content of the material located behind each tab.

TAB	CONTENTS	RFP SECTION REFERENCE	COMMENTS
1	Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
		<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
		<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
		<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
		<a href="#">4.4.1.6</a>	Notice of Intent to Subcontract Form and Subcontractor Utilization Plan ( <a href="#">Attachment</a> ) <b>Not applicable to this procurement</b>
		<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue
		<a href="#">4.4.1.5</a>	Bid Bond ( <b>Not applicable to this procurement</b> )
2	Technical Proposal	<a href="#">4.4.2.1</a>	Management Overview
		<a href="#">4.4.2.2</a>	Contract Management
		<a href="#">4.4.2.3</a>	Contract Schedule
		<a href="#">4.4.2.4</a>	Mobilization and Implementation Plan
		<a href="#">4.4.2.5</a>	Potential Problems
3	Organizational Support and Experience Proposal	<a href="#">4.4.3.1</a>	Location
		<a href="#">4.4.3.2</a>	Organization Chart (Contract Specific)
		<a href="#">4.4.3.3</a>	Resumes
		<a href="#">4.4.3.4</a>	Backup Staff
		<a href="#">4.4.3.5</a>	Organization Chart (Entire Firm)
		<a href="#">4.4.3.6</a>	Experience of Bidder on Contracts of Similar Size and Scope
		<a href="#">4.4.3.7</a>	Financial Capability of the Bidder
		<a href="#">4.4.3.8</a>	Subcontractor(s) <b>(Not applicable to this Procurement)</b>
4	Cost Proposal	<a href="#">4.4.4</a>	Price Schedules ( <a href="#">Attachment 5</a> )

#### 4.4.1 SECTION 1 – FORMS

##### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

##### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP



#### **4.4.1.3 AFFIRMATIVE ACTION**

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

#### **4.4.1.4 SET ASIDE CONTRACTS**

Not applicable to this procurement.

#### **4.4.1.5 BID BOND**

Not applicable to this procurement.

### **4.4.2 SECTION 2 - TECHNICAL PROPOSAL**

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. The bidder shall submit with its bid proposal Exhibits 1, 2, 3, and 4. Failure to fill out and submit the Exhibits shall result in the rejection of the bid proposal as non-responsive. In addition bidder must fill out and sign the Affidavit of Apparel Production attached as Exhibit # 5. This Section of the bid proposal should contain at least the following information:

#### **4.4.2.1 MANAGEMENT OVERVIEW**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

#### **4.4.2.2 CONTRACT MANAGEMENT**

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc.

#### **4.4.2.3 CONTRACT SCHEDULE**

The bidder should include a contract schedule. If key dates are a part of this RFP, the bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, Pert or other charts is at the option of the bidder.

#### **4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN**

Not applicable to this procurement.

### **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

#### **4.4.3.1 LOCATION**

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

#### **4.4.3.2 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.3.3 FINANCIAL CAPABILITY OF THE BIDDER**

The bidder should provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### **4.4.3.4 SUBCONTRACTOR(S)**

A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.

N.J.A.C. 17:13-4 and Executive Order 71 mandate that if the bidder proposes to utilize a subcontractor, the bidder must make a good faith effort to meet the set-aside subcontracting targets of awarding a total of twenty-five percent (25%) of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission registered small businesses, with a minimum of five (5) percent awarded to each of the three categories set forth below, and the balance of ten (10) percent spread across the three annual gross revenue categories: Category I – \$1 to \$500,000; Category II - \$500,001 to \$5,000,000; Category III - \$5,000,001 to \$12,000,000.

B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### 4.4.4 SECTION 4 - COST PROPOSAL

The price schedule is attached to this RFP as [Attachment 5](#).

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

## **5.0 SPECIAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF CONTRACTUAL TERMS AND CONDITIONS**

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions, attached as [Appendix 1](#)

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

### **5.2 STATE CONTRACT MANAGER**

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the contractor will be provided with the State Contract Manager name, department, division, agency, address, telephone number, fax phone number, and email address.

#### **5.2.1 STATE CONTRACT MANAGER RESPONSIBILITIES**

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the contractor, assuring that Purchase Orders are issued to the contractor, directing the contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

#### **5.2.2 OTHER DUTIES OF THE STATE CONTRACT MANAGER**

The State Contract Manager shall have the following additional duties:

- a) If the State Contract Manager determines that the Contractor has failed to perform the work of the contract and is unable to resolve that failure to perform directly with the contractor, the State Contract Manager shall file a formal complaint with the Contract Compliance Unit in the Division of Purchase and Property and request that office to assist in the resolution the contract performance problem with the contractor.
- b) The State Contract Manager is responsible for arranging for contract extensions and preparing any re-procurement of the contract with the Purchase Bureau.
- c) The State Contract Manager is responsible for obtaining permission from the Director to reduce the scope of work, amend the contract or add work or special projects to the contract after contract award.
- d) The State Contract Manager is responsible for completion of the Project Performance Assessment Form for submission to the CCAU Unit of the Division, with a copy to the Associate Director of OMB; and

- e) The State Contract Manager is responsible for submitting the Contractor final deliverables to the Associate Director of OMB.
- f) The State Contract Manager is also responsible to formally report, to the Division of Purchase and Property's Assistant Director, CCAU, using the PB-36 Formal Complaint form, all instances when deliverables, i.e. commodities and/or services, are not in accordance with the contract specifications or scope of work. Variances from contract pricing shall be reported in this same manner to ensure that State and other using agencies receive the goods and/or services at the pricing established at the time of contract award or amendment(s) to the contract.

### 5.2.3 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The contractor may contact the State Contract Manager if the contractor can not resolve a dispute with contract users.

### 5.3 PERFORMANCE BOND

Not applicable to this procurement.

### 5.4 BUSINESS REGISTRATION

The following shall supplement the Standard Terms and Conditions pertaining to Business Registration set forth in, [Appendix 1, Section 1.1](#).

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

"Contracting agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any

subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

## **5.5 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of three (3) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP ([page 3 of this RFP](#)). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for two (2) additional periods of one (1) year or less, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed. The total term of the contract including extensions is not expected to exceed five (5) years.

Should the contract be extended, the contractor shall be paid at the rates in effect in the last year of the contract.

## **5.6 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

## **5.7 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

## **5.8 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

## **5.9 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies

in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

#### 5.10 SUBSTITUTION OF STAFF

Not applicable to this procurement

#### 5.11 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

Not applicable to this procurement.

#### 5.12 OWNERSHIP OF MATERIAL

Not applicable to this procurement.

#### 5.13 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

#### 5.14 NEWS RELEASES

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

#### 5.15 ADVERTISING

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

#### 5.16 LICENSES AND PERMITS

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

#### 5.17 CLAIMS AND REMEDIES

##### 5.17.1 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

##### 5.17.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### 5.17.3 REMEDIES FOR NON-PERFORMANCE

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

### 5.18 LATE DELIVERY

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey  
Director, Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State St.  
Trenton, New Jersey 08625-0230

If the contractor cannot meet the contract completion date for any task or subtask required to be completed by a date certain, the contractor shall be liable to the State for damages incurred.

### 5.19 RETAINAGE

Not applicable to this procurement.

### 5.20 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

### 5.21 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.22 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

### 5.23 CONTRACT PRICE INCREASE (PREVAILING WAGE)



If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

#### **5.24 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

#### **5.25 FORM OF COMPENSATION AND PAYMENT**

This Section supplements [Section 4.5 of the RFP'S Standard Terms and Conditions](#). The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

### **5.25.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

The State of New Jersey now offers State contractors the opportunity to be paid through the Mastercard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the Mastercard. Additional information can be obtained from banks or merchant service companies.

### **5.26 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP'S standard terms and conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.
- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

### **5.27 REQUIREMENTS OF EXECUTIVE ORDER 134**

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

#### **5.27.1 DEFINITIONS**

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in

excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, that threshold will be reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i)all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii)any subsidiaries directly or indirectly controlled by the business entity; (iii)any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv)if a business entity is a natural person, that person’s spouse or child, residing in the same household.

#### 5.27.2 BREACH OF TERMS OF EXECUTIVE ORDER 134 DEEMED BREACH OF CONTRACT

It shall be a breach of the terms of the contract for the Business Entity to (i)make or solicit a contribution in violation of this Order, (ii)knowingly conceal or misrepresent a contribution given or received; (iii)make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv)make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (v)engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi)fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii)engage in any exchange of contributions to circumvent the intent of EO 134; or (viii)directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

#### 5.27.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

#### 5.27.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

#### 5.28 REQUIREMENTS OF EXECUTIVE ORDER 129

Under the Executive Order 129 issued on September 9, 2004 ("E.O. 129"), the State shall not award a contract to a bidder that submits a bid proposal to perform services, or have its subcontractor[s] perform services, outside the United States, unless one of the following conditions is met:

- a) The bidder or its subcontractor provide a unique service, and no comparable, domestically-provided service can adequately duplicate the unique features of the service provided by the bidder or and/or its subcontractor; or
- b) A significant and substantial economic cost factor exists such that a failure to use the bidder's and/or the subcontractor'[s] services would result in economic hardship to the State; or
- c) The Treasurer determines that a failure to use the bidder's and/or its subcontractor's services would be inconsistent with the public interest.

##### 5.28.1 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to E.O. 129, all bidders seeking a contract with the State of New Jersey must disclose:

- a) The location by country where services under the contract will be performed; and
- b) The location by country where any subcontracted services will be performed.

Accordingly, the bidder should submit with its bid proposal the Source Disclosure Certification form (Appendix 6), filled out with the sourcing information required for itself and any proposed subcontractor, identified in the Intent to Subcontract Form. If the information is not submitted with the bid proposal, it shall be submitted within five (5) business days of the State's request for the information.

**FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

##### 5.28.2 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

**A SHIFT TO OUTSOURCED SERVICES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF THE CONTRACT.**

If, during the term of the contract, the contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the contractor shall be deemed in breach of the contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and conditions, unless the Director shall have first determined in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the State.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

### 6.3.2 THE BIDDER'S COST PROPOSAL

LINE NO.	COMMODITY-SERVICE DESCRIPTION	
00001 00012 00023	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PILLOW CASES AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	<p>This shall be an all or none award. Bidders must provide pricing for all thirty three (33) price lines in order to be considered for an award. Price Lines (00001 through 00033)</p> <p>Failure to provide pricing for all price lines in attachment #5 shall be considered as Non-responsive.</p>
00002 00013 00024	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FLAT SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00003 00014 00025	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE BATH TOWELS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00004 00015 00026	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE WASH CLOTHS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00005 00016 00027	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE RIBBED SPREADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00006 00017 00028	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE THERMAL BLANKETS AND TO CLEAN, PROCESS, & PICK- UP & DELIVER	
00007 00018 00029	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FITTED/CONTOUR SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00008 00019 00030	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PATIENT GOWNS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00009 00020 00031	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE CLOTH DIAPERS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00010 00021 00032	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE UNDER-PADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	
00011 00022 00033	LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE DRAW SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER	

**NOTE:** The **EVALUATION SHEET** below **must** be completed in order to be considered for an award.

		<b>YEAR 1</b>		<b>YEAR 2</b>		<b>YEAR 3</b>	
<b>ITEM</b>	<b>DAILY USAGE</b>	<b>UNIT PRICE = Each</b>	<b>DAILY COST</b>	<b>UNIT PRICE = Each</b>	<b>DAILY COST</b>	<b>UNIT PRICE = Each</b>	<b>DAILY COST</b>
<b>FLAT SHEET</b>	<b>900</b>						
<b>DRAW SHEET</b>	<b>130</b>						
<b>THERMAL BLANKET</b>	<b>190</b>						
<b>RIBBED SPREAD</b>	<b>10</b>						
<b>FITTED/ CONTOUR SHEET</b>	<b>130</b>						
<b>PILLOW CASE</b>	<b>300</b>						
<b>WASH CLOTH</b>	<b>2675</b>						
<b>BATH TOWEL</b>	<b>3100</b>						
<b>PATIENT GOWN</b>	<b>510</b>						
<b>UNDER-PAD</b>	<b>500</b>						
<b>LARGE DIAPER</b>	<b>70</b>						
<b>XL DIAPER</b>	<b>10</b>						
<b>TOTAL DAILY COST</b>		<b>YR. 1</b>		<b>YR. 2</b>		<b>YR. 3</b>	

For evaluation purposes, pricing will be ranked according to the lowest cost of the total daily cost of all items listed above for years 1, 2, & 3.

The bidders shall provide consistent and identical pricing in the evaluation model and in the price lines in **Attachment 4**.

This shall be an all or none award. Bidders must provide pricing for all thirty three (33) price lines in order to be considered for an award. Price Lines (00001 through 00033) [Attachment 4](#).

Failure to provide complete pricing of all price lines in attachment # 4 shall be considered as **Non-responsive**.

#### 6.4 CONTRACT AWARD

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, with price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

An award shall be made to one (1) primary contractor.

Any failure on the part of the contractor to immediately advise the Using Agency of its inability to satisfy its contract within the time frame stated in 3.2 of this RFP shall be treated as a material breach of the contract and may result in the cancellation of the contract.



## **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

**ATTACHMENTS** - To be submitted with bid proposal.

1. [Ownership Disclosure Form](#)
2. [MacBride Principles Form](#)
3. [Affirmative Action Supplement Forms](#)
4. [Price Schedules](#)
5. [Reciprocity Form](#) (*Optional Submittal*)
6. EXECUTIVE ORDER 129 CERTIFICATIO

### **APPENDICES**

1. [New Jersey Standard Terms and Conditions](#)

### **EXHIBITS**

1. Mandatory-Bidder Data-General Information
2. Mandatory-Bidder Data-References
3. Mandatory-Bidder Data-Compliance with Policy & Procedures
4. Linen Item Specifications
5. Mandatory-Affidavit of Apparel Production

# ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
STATE OF NEW JERSEY  
33 W. STATE ST., 9TH FLOOR  
PO BOX 230  
TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance)	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance)	_____	_____

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

PRINT OR TYPE:

FEIN/SSN#: \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

**NOTICE TO ALL BIDDERS**  
**REQUIREMENT TO PROVIDE A CERTIFICATION**  
**IN COMPLIANCE WITH MACBRIDE PRINCIPLES**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
**Signature of Bidder**

\_\_\_\_\_  
**Name (Type or Print)**

\_\_\_\_\_  
**Title Name (Type or Print)**

\_\_\_\_\_  
**Name of Company Name (Type or Print)**

\_\_\_\_\_  
**Date**

## **ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER: <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/>
<b>SUPPLEMENT TO BID SPECIFICATIONS</b>	
<p><b>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</b></p> <ol style="list-style-type: none"> <li>1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;</li> <li>2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.</li> <li>3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.</li> <li>4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.</li> <li>5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.</li> <li>6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.</li> <li>7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</li> <li>8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</li> </ol> <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).</p> <p><b>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</b></p> <p style="text-align: center;"><b><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></b></p> <p><input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.</p>	

# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**

**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY      STATE      ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY      STATE      ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [      ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [      ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY      STATE      ZIP CODE

**OFFICIAL USE ONLY**

<b>DATE RECEIVED</b>		<b>OUT OF STATE PERCENTAGES</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>
MO/DAY/YR	COUNTY	MINORITY      FEMALE	

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees										
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)						15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO		16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR		
14. DATES OF PAYROLL PERIOD USED										

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)      PHONE (AREA CODE, NO. & EXTENSION)

**FORM AA302**

## ATTACHMENT 4 - PRICE SCHEDULES

**RFP #: 05-X-37819**

**RFP Title: Laundry Rental Service, Diapers & Under-pads D.M.A.V.A.**

Refer to [RFP Section 3.0](#) (Scope of Work) for task requirements and deliverables & [RFP Section 2.2](#) for definitions of "All Inclusive Hourly Rate" and "Firm Fixed Price"

<b>PRICE SHEET</b>  DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 9 <sup>TH</sup> FL PO BOX 230 TRENTON NJ 08625-0230		Trem Contract- Advertised Bid Proposal  Number  T- Number  Bidder:	
LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT PRICE
00001	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PILLOW CASES AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00002	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FLAT SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00003	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE BATH TOWELS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00004	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE WASH CLOTHS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00005	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE RIBBED SPREADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00006	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE THERMAL BLANKETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00007	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FITTED/CONTOUR SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____

00008	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PATIENT GOWNS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00009	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE CLOTH DIAPERS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00010	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE UNDER-PADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00011	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE DRAW SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR ONE	ea.	_____
00012	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PILLOW CASES AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00013	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FLAT SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00014	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE BATH TOWELS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00015	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE WASH CLOTHS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00016	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE RIBBED SPREADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00017	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE THERMAL BLANKETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00018	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FITTED/CONTOUR SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____



00019	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PATIENT GOWNS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00020	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE CLOTH DIAPERS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00021	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE UNDER-PADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00022	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE DRAW SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR TWO	ea.	_____
00023	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PILLOW CASES AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00024	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FLAT SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00025	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE BATH TOWELS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00026	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE WASH CLOTHS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00027	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE RIBBED SPREADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00028	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE THERMAL BLANKETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00029	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE FITTED/CONTOUR SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____

00030	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE PATIENT GOWNS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00031	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE CLOTH DIAPERS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00032	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE UNDER-PADS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____
00033	COMMODITY CODE: LAUNDRY RENTAL SERVICE FULLY LOADED FIRM FIXED PRICE TO PROVIDE DRAW SHEETS AND TO CLEAN, PROCESS, & PICK-UP & DELIVER YEAR THREE	ea.	_____

The bidder must provide a price for each bid item or the bid proposal shall be considered non-responsive.

## **ATTACHMENT 5 - RECIPROCITY FORM**

### **RECIPROCITY FORM** **(Optional Submission)**

### **IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

.....

#### **Name of Locality having preference practices:**

City /Town/Authority	
County	
State	

☐ Documentation Attached

☐ Resolution      ☐ Regulations/Laws  
☐ Notice to Bidder      ☐ Other \_\_\_\_\_

Name of Firm Submitting this information \_\_\_\_\_

*Please Print*

## **ATTACHMENT 6 – EXECUTIVE ORDER 129 CERTIFICATION**

### **SOURCE DISCLOSURE CERTIFICATION FORM**

Bidder: \_\_\_\_\_ Solicitation  
Number: \_\_\_\_\_

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location[s] by Country
----------------------------	----------------------------	--

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: \_\_\_\_\_  
[Name of Organization or Entity]

By: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit # 1 MANDATORY- BIDDER DATA -GENERAL INFORMATION

- 1) The number of years your firm has been providing commercial laundry services. \_\_\_\_\_
- 2) Number of trained personnel available for this contract \_\_\_\_\_
- 3) Location of bidder's office and individual that will be responsible for managing this contract and where he or she can be contacted if services or information is required. Include this individual's back-up:

Name: \_\_\_\_\_ Telephone#: \_\_\_\_\_

Name of Back-up: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State: \_\_\_\_\_

- 4) How many calendar days will be required by your firm to gear up and assume all contractual duties and responsibilities in the event you are successful in obtaining this contract?

List number of days \_\_\_\_\_

## Exhibit # 2 MANDATORY- BIDDER DATA -REFERENCES

### Contract References

(Note: A 334 bed healthcare facility will be considered the minimum size accepted for references.)

### Reference

Name of firm provided as reference: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Name of individual the State may contact to verify reference:

Phone # of contract person: \_\_\_\_\_

Length of time services provided to firm: \_\_\_\_\_

Description of services performed for this firm. Bidder should place emphasis on services performed which clearly demonstrate the bidder's capacity to perform services similar to those required by this RFP.

Approximate number of pounds of laundry processed annually:

---

(Add additional sheets if necessary)

Please provide a list of clients other than those listed above located in the PA/NJ/NY areas under contract with your firm. Include length of time each contract has been in force and the name of a person with phone number the State may contact for reference.

Current Clients	Start Of Contract	Name & Phone # To Contact
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### **Exhibit #3 MANDATORY BIDDER DATA -COMPLIANCE WITH POLICY AND PROCEDURES**

Bidder must provide a brief, but detailed narrative to explain how its firm will maintain compliance with New Jersey Department of Health long term care standards: N.J.A.C. Title 8:39 Sub-chapter 21 mandatory laundry services.

### **Exhibit #4 LINEN ITEM MINIMUM SPECIFICATIONS**

#### **DRAW SHEET**

SIZE: 54" X 81" white  
COLOR: WHITE - NO VISIBLE SHADING OR STREAKING  
FABRIC  
COMPOSITION: 50% COTTON & 50% POLYESTER BLEND  
MIN WT. 3.3oz./sq.yd., w/1" HEM  
EACH SHEET TO BE MARKED W/ 1" HIGH LETTERING

#### **BATH TOWELS**

SIZE: 20" X 40"  
COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING  
FABRIC  
COMPOSITION: WHITE - UNIFORM WITH NO VISIBLE SHADING OR STREAKING  
TERRY CLOTH 100%  
GROUND WARP YARN  
(35% COTTON AND 65% POLYESTER)  
TERRY PILE 100%  
FILLING YARN  
(65% POLYESTER AND 35% COTTON)  
WEIGHT: WEIGHT OF TOWELS SHALL BE A MINIMUM OF 5 LBS. 8 OZ. PER DOZEN  
SHRINKAGE: SHALL NOT EXCEED A MAXIMUM OF 7% SHRINKAGE

#### **PATIENT GOWNS**

STYLE: VELCRO CONV.T - 106/56 or TIES at Neck & Waist

COLOR: BLUE  
SIZE: LARGE RAGLAN WITH REINFORCED NECK  
FABRIC 50% Polyester  
COMPOSITION: 50% COTTON

**BEDSPREADS/RIBBED**

SIZE: 74" WIDE X 96" LENGTH  
COLOR: WHITE - UNIFORM WITH NO VISIBLE  
SHADING OR STREAKING  
STYLE: RIBBEDSPREAD  
FABRIC  
COMPOSITION: 100% COTTON WITH 3/4 " HEM  
DOUBLE STITCH/STATIC FREE

**THERMAL BLANKETS**

SIZE: 66" X 90" X 3"  
STYLE: THERMAL TYPE WITH 3/4 " HEM  
DOUBLE STITCH  
COLOR: WHITE - UNIFORM WITH NO VISIBLE  
SHADING OR STREAKING  
100% STATIC FREE  
  
WEAVE: OPEN WEAVE  
WEIGHT: MINIMUM WEIGHT PER SPREAD 2.5 LBS.,  
(EACH)  
FABRIC  
COMPOSITION: 100% COTTON

**PILLOW CASES**

SIZE 42" X 34"  
COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING  
OR STREAKING  
THREAD COUNT: T-130 BALANCED WEAVES  
65 WARP AND 65 FILL FOR A TOTAL OF  
130 YARNS PER INCH  
FABRIC  
COMPOSITION: T-130  
NO IRON  
50% POLYESTER -  
50% COTTON  
WEAVE- PLAIN  
WEIGHT: MINIMUM OF 3.5 OZ. PER YARD  
SHRINKAGE: MAXIMUM OF 2% IN EACH DIRECTION

**WASH CLOTHS**

SIZE: 12" X 12"  
COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING  
OR STREAKING  
FABRIC  
COMPOSITION: 100% COTTON TERRY CLOTH  
TERRY FILE FACE - 100% COTTON  
GROUND WARP YARN - 100% COTTON  
FILLING YARN - 100% COTTON  
WEIGHT: THE MINIMUM WEIGHT PER ONE DOZEN WASH  
CLOTHS SHALL BE 1.25 LB (MINIMUM)  
SHRINKAGE: SHALL NOT EXCEED 10% SHRINKAGE IN  
LENGTH AND NO MORE THAN 6% IN WIDTH  
DIRECTION  
QUALITY: FABRIC SHALL BE FIRST QUALITY GOODS

**FITTED/CONTOUR SHEETS**

SIZE: 115" X 86" CUT SIZE INTERLOCK  
COLOR: WHITE - UNIFORM WITH NO VISIBLE SHADING  
OR STREAKING  
80% COTTON & 40% Polyester w/0.5" HEM  
YARN COUNT: 30 X 30  
COMPOSITION: 38(WHALE) x 52 (COURSE)  
WEIGHT: SHALL BE 21OZ.



**Exhibit #5 Mandatory- Affidavit of Apparel Production**

STATE OF \_\_\_\_\_ SS \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_  
(Name) (President, Vice President, Owner/Partner)

of \_\_\_\_\_ (hereinafter "Bidder") being first duly  
(Bidder)

sworn, deposes and says:

1. I am authorized to act on behalf of the Bidder. I am personally acquainted with the operations of the Bidder, and have full knowledge of the factual basis comprising the contents of this Affidavit of Apparel Production (hereinafter "Affidavit"). The contents of this Affidavit are true to the best of my knowledge.
2. The Bidder submits this Affidavit as part of a bid proposal in response to a Request for Proposal issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey, as required by the Executive Order No. 20, signed by Governor James E. McGreevey on June 11, 2002 (hereinafter "E.O. No. 20").
3. The following are the names, titles, and business addresses of the principal officers of each Subcontractor to be used for apparel production in fulfillment of the apparel contract:
4. The following is a list of every location where apparel production will take place, including any subcontractor locations:
5. All apparel production will be performed in the United States.
  - ☐ Yes
  - ☐ No
6. All apparel supplied pursuant to this contract shall be produced in production facilities that meet the following requirements:

- (a) The Bidder and, if applicable, the Bidder's subcontractor shall adopt a neutrality position with respect to attempts to organize by employees, and agree(s) to voluntarily recognize a union when a majority of workers have signed cards authorizing union representation.
  - (b) Apparel production workers employed to fulfill this contract will not be terminated except for just cause. The bidder and, if applicable, the Bidder's subcontractors, shall provide mechanisms to resolve all disputes with apparel production workers.
  - (c) Apparel production workers employed to fulfill this contract shall be provided a safe and healthy work environment, and a work environment free of discrimination on the basis of race, national origin, religion, sex and sexual preference.
  - (d) The Bidder and, if applicable, the bidder's subcontractors provide non-poverty compensation at an hourly rate which at 40 hours of work a week for 50 weeks a year would be equal to but not less than the threshold income for a family of 3 as published by the United States Department of Health and Human Services.
6. Any changes to the information set forth in this Affidavit during the term of any awarded apparel contract must be immediately reported by Bidder to the Director, Division of Purchase and Property.
  7. I understand that, if it is determined that the Bidder has violated E.O. No. 20, including any finding of a failure to provide truthful information within this Affidavit, the Director, Division of Purchase and Property, in conjunction with the Commissioner of the Department of Labor, may:
    - a. Reject the bid or rescind any contract awarded.
    - b. Terminate this contract at the earliest feasible date.
    - c. Bar the Bidder from receiving pending or subsequent apparel contracts, unless preempted by federal law.
  8. This Affidavit is submitted to the Division of Purchase and Property in order to induce the Division of Purchase and Property to accept a bid proposal, with knowledge that the Division of Purchase and Property relies upon the truth of the statements contained herein.

[Bidder]

By \_\_\_\_\_  
\_\_\_\_\_

[Name]

[Title]

SWORN AND SUBSCRIBED  
TO BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20

---

NOTARY PUBLIC

## **APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise In the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 BUSINESS REGISTRATION** – All New Jersey and out of State business organizations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business with the State of New Jersey. "Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof. **Proof of valid business registration shall be submitted by a bidder with its bid proposal.** No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

- 1.6 **OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. **LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
  2. PRODUCTS/COMPLETED OPERATIONS
  3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## 3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

- 3.1 **CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged

to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

- 3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

**3.3 BID AND PERFORMANCE SECURITY**

- a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:
1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
  2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
    - a. Issue an award notice for those offers accepted by the State;
    - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

- b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:
1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
  2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

- 3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

**3.5 TERMINATION OF CONTRACT**

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

**3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

**3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

**3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

**3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### **4. TERMS RELATING TO PRICE QUOTATION**

**4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

**4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To



participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

- 5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

- 6. STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

**NOTICE TO ALL BIDDERS**  
**SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

